



**CERTIFICATE OF MAILING**

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as first class mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231, on August 28, 2001

Jeannie M. Ha

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*Jeannie M. Ha*

(Signature of Person Mailing Paper or Fee)

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**PATENT**  
**Attorney Docket No. SUN-P5867-ARG**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Patent Application of	)	
	)	
Kenneth W. Shirriff	)	Group Art Unit: <i>not yet assigned</i>
	)	
Application No.: 09/900,298	)	Examiner: <i>not yet assigned</i>
	)	
Filed: July 5, 2001	)	
	)	
Title: METHOD AND SYSTEM FOR	)	
ESTABLISHING A QUORUM FOR A	)	
GEOGRAPHICALLY DISTRIBUTED	)	
CLUSTER OF COMPUTERS	)	

**COMMUNICATION**

Assistant Commissioner for Patents  
Washington, D.C. 20231

Sir:

Enclosed herewith for filing in the above-captioned patent application is an executed Power of Attorney by Assignee to Exclusion of Inventor under 37 C.F.R. §3.71 with Revocation of Prior Powers.

Also enclosed is a copy of the Assignment as sent for recordation on July 5, 2001.

Respectfully submitted,

By: *A. Richard Park*  
A. Richard Park  
Reg. No. 41,241

Park, Vaughan & Fleming LLP  
508 Second Street, Suite 201  
Davis, CA 95616  
(530) 759-1661  
Date: August 28, 2001



POWER OF ATTORNEY BY ASSIGNEE TO EXCLUSION OF INVENTOR UNDER  
37 C.F.R. § 3.71 WITH REVOCATION OF PRIOR POWERS

Inventor(s): Kenneth W. Shirriff  
Title: Method and System for Establishing A Quorum for A Geographically Distributed  
Cluster of Computers  
Filing Date: July 5, 2001  
Serial No.: 09/900,298  
Group Art Unit: not yet assigned  
Examiner: not yet assigned  
Attorney Docket No: SUN-P5867-ARG

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The undersigned ASSIGNEE of the entire interest in the above-identified application for letters patent hereby appoints Kenneth Olsen, Registration No. 26,493, Timothy J. Crean, Registration No. 37,116, Joseph T. Fitzgerald, Registration No. 33,881, Alexander E. Silverman, Registration No. 37,940, Anirma R. Gupta, Registration No. 38,275, Sean P. Lewis, Registration No. 42,798, Michael J. Schallop, Registration No. 44,319, Bernice B. Chen, Registration No. 42,403, Noreen A. Krall, Registration No. 39,734, Richard J. Lutton, Registration No. 39,756, Monica D. Ward, Registration No. 40,696, Marc D. Foodman, Registration No. 34,110, Naren Chaganti, Registration No. 44,602, Elaine Lee, Registration No. 41,936, Hugh H. Matsubayashi, Registration No. 43,779, Paul Sorkin, Registration No. 39,039, Marilyn E. Glaubenskle, Registration No. 35,521, Ramin Aghevli, Registration No. 43,462, Andrew C. Chen, Registration No. 43,544, Jeffrey L. Myers, Registration No. 44,252, and Pavel Pogodin, Registration No. 48,205 all of SUN MICROSYSTEMS, INC., and A. Richard Park, Registration No. 41,241, Daniel E. Vaughan, Registration No. 42,199, Hoyt A. Fleming, Registration No. 41,752, and Edward J. Grundler, Registration No. 47,615 all of PARK, VAUGHAN & FLEMING LLP

, to prosecute this application and transact all business in the United States and Patent & Trademark Office in connection therewith and hereby revokes all prior powers of attorney; said appointment to be to the exclusion of the inventors and the inventors' attorneys in accordance with the provisions of 37 C.F.R. § 3.71.

The following evidentiary documents establish a chain of title from the original owner to the Assignee:

X a copy of an Assignment attached hereto, which Assignment has been (or is herewith) forwarded to the Patent and Trademark Office for recording; or

\_\_\_\_\_ the Assignment recorded on \_\_\_\_\_ at reel \_\_\_\_\_, frames \_\_\_\_\_ - \_\_\_\_\_.

Pursuant to 37 C.F.R. § 3.73(b) the undersigned Assignee hereby states that evidentiary documents have been reviewed and hereby certifies that, to the best of ASSIGNEE's knowledge and belief, title is in the identified ASSIGNEE.

Please direct all telephone calls and correspondence to: A. Richard Park, Park, Vaughan & Fleming LLP, 508 Second Street, Suite 201, Davis, CA 95616, tel: 530-759-1661.

ASSIGNEE: Sun Microsystems, Inc.

Signature: [Signature] August 3, 2001  
(Signature) (Date)

Name: Kenneth Olsen

Title: Vice President, Intellectual Property



Attorney Docket No. SUN-P5867-ARG

FORM PTO-1595

1-31-92

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Assistant Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Kenneth W. Shirriff

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Sun Microsystems, Inc.

Street Address: 901 San Antonio Road

City: State: Zip: Palo Alto, CA 94303

Additional name(s) &amp; address(es) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date:

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: June 13, 2001

A. Patent Application No.(s):

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Edward J. Grundler  
Park, Vaughan & Fleming LLP  
508 Second Street, Suite 201  
Davis, CA 95616

Attorney Docket No.: SUN-P5867-ARG

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41) .....\$40.00  
☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number:

**DO NOT USE THIS SPACE**

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Edward J. Grundler

Name of Person Signing

  
Signature

July 5, 2001

Date

Total number of pages including cover sheet, attachments and document: [3]

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#corporate power of attorney

## CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

Kenneth W. Shirriff

650 Castle Hill Rd., Redwood City, CA 94061

hereinafter termed "Inventor(s)", have invented certain new and useful improvements in

*METHOD AND SYSTEM FOR ESTABLISHING A QUORUM FOR A GEOGRAPHICALLY DISTRIBUTED CLUSTER OF COMPUTERS*

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

X On the 13<sup>TH</sup> day of JUNE, 2001;

Or

\_\_\_\_ Said application having Application Number\_\_ and filed on\_\_; and

WHEREAS, Sun Microsystems, Inc. a corporation of the State of Delaware, having a place of business at 901 San Antonio Road, Palo Alto, CA 94303, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventor(s) (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:


1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor(s) hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below.

 June 13, 2001  
Kenneth W. Shirriff Date

Date

Date

Date

Date